



2019 CHASCO FIESTA™, INC. VENDOR Application & Contract Friday, March 29 - Saturday, April 6, 2019

Application and Contract for 2019 Chasco Fiesta™, “For Profit” **NONE SALES** vendor space beginning Friday, March 29, 2019 thru Saturday April 6, 2019 located in the south side of Sims Park, with booth staging area between the Main Street entrance and the “Main Circle” of the park. Please note this is an information only booth, you are prohibited from selling any items, giving away any bottled water, popcorn, or any prepared foods.

All spaces are located outside with limited access to any utilities and Vendor must provide tent, tables, chairs, and comply with tent reinforcement described in page three under contract of this application. You MUST commit to manning your vendor booth the full 9 days as defined in page three under contract.

Completed application and a check payable to Chasco Fiesta™, Inc. can be mailed or delivered to:

Chasco Fiesta, Inc. 6330 US HWY 19, New Port Richey, FL 34652.

Deadline for completed application is: **February 1, 2019**. Should vendor need to cancel this agreement, vendor has until **March 1, 2019** to cancel this contract.

Space Request:

Application fee is non-refundable once it is accepted and processed by Chasco Fiesta™ Inc..

_____ \$1000.00 ... 10x10 9 Day Space (Friday March 29 – Saturday April 6, 2019)

_____ \$1500.00 ... 10x20 9 Day Space (Friday March 29 – Saturday April 6, 2019)

Power Request:

_____ Yes...Please initial _____ Vendor understands that power is not guaranteed and will not hold Chasco Fiesta™ responsible for supplying power as limited supplied power sources are available.

_____ No...Please Initial _____ Vendor does not require power.

List of Items Vendor would like to give away at the event (Chasco approval required):

CHASCO APPROVED: _____ Yes _____ NO see strike out for items not approved.

Hours of Operation

Friday	March 29	2:00 PM*	11:00 PM	*Must be ready at 2:00 pm for Tent Inspections
Saturday	March 30	11:00 AM	11:00 PM	
Sunday	March 31	1:00 PM	10:00 PM	
Monday	April 1	5:00 PM	9:00 PM	
Tuesday	April 2	5:00 PM	9:00 PM	
Wednesday	April 3	5:00 PM	9:00 PM	
Thursday	April 4	5:00 PM	10:00 PM	
Friday	April 5	5:00 PM	11:00 PM	
Saturday	April 6	11:00 AM	11:00 PM	
Sunday	April 7	Break Down Begins at 8:00 AM you Must be out of the park by 6PM.		

2019 Chasco Fiesta™

Vendor Contract

For Profit

THIS AGREEMENT, made this _____ day of _____, 20____ is between Chasco Fiesta™, Inc. hereinafter known as "Chasco" and _____ hereinafter known as the "Vendor".

WHEREAS, the Chasco Fiesta™, Inc. and the Vendor desire to cooperate in order to produce and promote an event known as the **Chasco Fiesta™**.

NOW THEREFORE, in consideration of the promises herein contained, the parties hereby agree as follow

1. Appointment of Vendor:

Chasco Fiesta™, Inc. hereby appoints _____ as the Chasco Fiesta™, Inc.'s vendor and the Vendor accepts such appointment and agrees to perform the duties and responsibilities provided for herein as a FOR PROFIT VENDOR authorized to distribute the following product(s):

2. Dates of Activity: March 29 – April 6, 2019

Execution of this contract obligates the vendor to be actively selling its authorized product(s) for the entire term of the event during normal hours of operation.

Location of Activity: Sims Park, New Port Richey, Florida

3. Authority of Vendor:

In performing its obligations Vendor shall have the powers and authority reasonably necessary in order to carry out said responsibilities. In no event, however, shall the Vendor be deemed a partner or joint venture as a result of this Agreement. Vendor agrees to hold harmless the Chasco Fiesta™, Inc. against any and all claims, debts, and liabilities arising as a result of the activities of the Vendor.

4. Performance:

The Vendor shall use its best efforts to promote and produce the event including such services as marketing, sales and labor as agreed to by the parties. It is the responsibility of the Vendor to be open and serving the public during all scheduled activities as defined above in Paragraph 2. Failure to perform satisfactorily could result in Vendors dismissed for future events.

5. Fees:

It is understood and agreed upon that:

- a) Upon signing of this agreement, the Vendor understands they must occupy their space for the hours they are committing to. Should vendor not occupy their space for the agreed days and hours vendor will be fined \$25 per day they are not there.
- b) The vendor shall be responsible for maintaining the vendor's space and surrounding area in a clean and orderly fashion. If a vendor fails to maintain their area, the Chairman of Chasco and/or his designee will issue a warning to the offending vendor, thereby allowing the vendor twenty-four (24) hours to rectify the situation. If the vendor fails to comply with the maintenance request, the Chairman of Chasco and/or his designee will immediately advise the vendor of the assessment of a maintenance fee in the amount of \$25.00 per day until the offense is rectified. This fee shall be payable immediately upon the close of the event. Failure to maintain the area and immediately pay the fee, if assessed, will result in the vendor not being invited to participate in future Chasco Fiesta™, Inc. events.

6. Insurance:

Upon signing this agreement, the Event Host shall provide Chasco Fiesta, Inc. with a certificate of Commercial General Liability insurance that includes Bodily Injury, Property Damage and Non Owned & Hired Auto coverage with a minimum liability amount of \$500,000 naming Chasco Fiesta, Inc. and the City of New Port Richey as additional insured.

7. Responsibilities:

All food vendors shall comply with Chapter 64E-11(10D-13) of the Florida administrative code and Chapter 50 of the Pasco County Health & Sanitation Ordinance. It shall also be the responsibility of the Vendor to investigate and comply with all city, county, state and federal laws as they relate to the conduct of its efforts. If the Vendor violates city, county, state, federal or other governmental statute, law, rule, regulation or ordinance, or conduct itself in a manner so as to circumvent, evade or skirt any city, county, state, federal or other governmental statute, law, rule, regulation or ordinance, or in any way creates a bad public image or adverse publicity for Chasco Fiesta™, Inc, Chasco Fiesta™, Inc may, upon investigation of the facts and circumstances surrounding said events, terminate this Agreement. Such termination shall be considered effective on the date Chasco Fiesta™, Inc. gives oral or written notice of said termination. In no event shall termination be arbitrarily exercised by Chasco Fiesta™, Inc against the Vendor. Chasco Fiesta™, Inc. has the right to reject any vendor or exhibitor that Chasco Fiesta™, Inc., in its sole and absolute discretion, determines to be unacceptable or offensive and may have a vendor removed during the event for such activity. Any monies paid to Chasco Fiesta™, Inc., as an application fee, once accepted, is not refundable.

8. Prohibitions:

Distribution of any literature or promotional materials during the Chasco Fiesta™ must be approved by Chasco Fiesta prior to completion of this contract. Failure to comply may result in immediate dismissal. Vendor shall be prohibited from parking any storage trailers in Sims Park.

9. Notice:

Any notice to be given under this agreement by either party to the other shall be in writing and may be effected by personal delivery or by registered or certified mail, return receipt requested. Notices delivered personally shall be deemed communicated at the time of delivery. Mailed notices shall be deemed communicated as of the time of mailing. Notice shall be sufficient if made to the Vendor at the last known address, and to Chasco Fiesta™, Inc. at its principal office.

10. Attorneys' Fees:

In the event of any default in the performance of the obligations of the Vendor under the terms of this agreement, Vendor shall be required to pay any legal costs incurred by the Chamber in the enforcement of any provision of this agreement, including reasonable attorney's fees at both the trial and appellate levels, in addition to any other relief to which Chasco Fiesta™, Inc. may be entitled.

11. Indemnification:

Vendor agrees to indemnify, defend, and hold harmless Chasco Fiesta™, Inc. and each of its members, agents, employees, officers, and directors from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, including but not limited to attorney's fees and court costs, which in any manner may arise or be alleged to have arisen from the presence, activities and omissions of the Vendor, his agents or employees, at or adjacent to the location of the activity specified in this agreement, including, but not limited to, any claims for bodily injury or death of any persons and for any loss or damage to property.

12. Governing Law:

This agreement shall be governed by the laws of the State of Florida. It constitutes the complete and exclusive statement of the Agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties relating to the subject matter of this agreement. Venue for any litigation shall be in Pasco County, Florida.

13. Validity of Agreement:

If any provision or provisions of this Agreement shall be held to be invalid, illegal or not enforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. No assent expressed or implied to by breach of one or more of the covenants and agreements hereof shall be deemed to be a waiver of any succeeding or other breach.

14. Termination:

If the Vendor defaults in the performance of any of the terms or conditions of this agreement and fails to cure the default within five (5) days after service of written notice of the default, Chasco Fiesta™, Inc. shall have the right to terminate this agreement without further notice.

15. Entire Agreement:

This agreement contains the entire agreement of the parties relating to the activities of the Vendor. It may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, extension, modification or discharge is sought.

Time for Acceptance of Offer:

If this offer is not executed by and delivered to all parties on or before March 1, 2018 this offer shall be withdrawn.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and the year first set forth above.

BY: _____	BY: _____
Chasco Fiesta™, Inc.	Vendor
_____	_____
Name & Title	Name & Title

Vendor Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Mail contract & payment to:
Chasco Fiesta™, Inc.
6330 US HWY 19
New Port Richey, FL 34652
Office: 727-300-5540
Director@chascofiesta.com



5919 Main Street, New Port Richey, Florida 34652

727-853-1032

727-853-1034 (fax)

Requirements for Special Events

Inspections shall be conducted on the agreed time with the event coordinator, unless alternate arrangements have been approved by the Fire Marshal.

Must comply with the following at time of inspection:

- **Tents:**
 - Must conform to all applicable codes and requirements.
 - Must be fire rated if over 10 ft. by 10 ft. or used for cooking of any type.
 - Approval label, certification or fire rated tag **MUST** be affixed to the tent.
 - Must be located at least 10 ft. from any existing structure.
 - **Must** have at least 10 ft. between each cooking vendor.
 - Non-cooking tents may have up to 4 tents connected but must maintain 10 ft. on both sides between them and the next vendor.
 - Must be properly secured and/or anchored by 15 lbs per leg and no stakes allowed.
- **Portable ABC fire extinguisher:**
 - **For all cooking operations**, other than deep frying, a **minimum 2A:10BC** rated extinguisher minimum 5 lbs is required.
 - Extinguisher must be placed in a conspicuous location, adjacent to the cooking appliance, not obscured from view and readily accessible for immediate use.
 - If cooking appliances are separated, additional extinguishers are required.
 - Extinguisher **MUST** be inspected annually and have a current inspection tag.
- **K type portable fire extinguisher if cooking with fryer or emitting grease laden vapors:**
 - For deep frying cooking operations, a K extinguisher with a minimum 40 BC rating being a minimum of 2.5 gallons is required.
 - Extinguisher **MUST** be inspected annually and have a current inspection tag.
- **LP gas cylinders:**
 - All tanks shall be secured and protected from damage in the upright position on a solid surface as required by NFPA 34.
 - 3 point anchoring is recommended for larger tanks.
 - Tanks shall be closed when not in use.
 - LPG equipment and connections must be in good working order and are subjected to testing prior to use.
- **Cooking equipment:**
 - Must be away from combustible material, and in good working order.
 - All equipment is subject to testing prior to use.
 - All fryers must be installed on a base so that the fryer is completely stable.
 - All fryers must have lids available for immediate use.
 - Must not obstruct walkways or exit ways.
 - Maintain access to disconnect fuel supply gas or electric.
 - Shall be arranged to protect public from accidental contact with cooking equipment.
 - Where deep fryers are adjacent to open flame cooking devices they shall be separated by 16 inches or a noncombustible baffle of at least 8 inches in height.
 - No cooking within 10ft of any existing structure.
- **Electrical:**
 - Must conform to requirements of National Electrical Code.
 - Prior to connecting to the City's electrical source, vendors will inform parks and recreation personnel and receive approval.
 - Extension cords must be 10 gauge 2-wire with a ground (so they will have 3 prongs) when connecting to electrical source.

- The 10 gauge wire from the city's connection will run the vendor tent and connect to a power strip with surge protection. All vendor appliances will then plug into the power strip.
- Generators and outdoor wiring must have GFI protection.
- Generators that are accessible to the public must provide a physical barrier to protect from accidental contact.

It is the event coordinator's responsibility to assure compliance with all applicable Codes and requirements. For additional information, please contact:

New Port Richey Fire Department 727-853-1032 or the **Development Department** 727-853-1047

I, _____, **have read and understand the above requirements.**
Print name

Signature: _____

Date: _____



Vendor Responsibilities

Event: _____ **Event Date:** _____

_____ Proof of Inspection Tag on Fire Extinguishers

_____ Proof of Certification label and/or fire rating tag affixed to the tent of the fabric

_____ Acknowledgement that you have read the vendor requirements for Special Events

_____ Acknowledgement that you will be on site for inspections, load-in and load-out and the allotted duration of the event

_____ I understand that failure to comply with City Rules & Regulations could cause a delay in opening for business, participation in the event and/or further participation in other events held in the City of New Port Richey

Business/Vendor _____

Print Name _____

Signature _____ Date _____